

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W31G1Y71371004		PAGE 1 OF 37	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W911KF-07-Q-0181	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME WARREN L. ASKEW				b. TELEPHONE NUMBER (No Collect Calls) 256-240-3396	
8. OFFER DUE DATE/LOCAL TIME 12:00 PM 25 Jul 2007		9. ISSUED BY DOC-ANNISTON ARMY DEPOT DIRECTORATE OF CONTRACTING 7 FRANKFORD AVENUE ANNISTON AL 36201-4199 TEL: FAX: 2562403077 EXT. 2222		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 333319 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		16. ADMINISTERED BY					
17a. CONTRACTOR/OFFEROR TEL.		18a. PAYMENT WILL BE MADE BY					
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 37	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>			
			42b. RECEIVED AT <i>(Location)</i>			
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

NOTES:

SPECIAL NOTE TO ALL VENDORS: PLEASE READ THE FOLLOWING COMMENTS.

NOTE 1: It is your responsibility to furnish all information requested. We will not confirm information by telephone. If you do not fully respond (such as price, delivery date) to the Request for Quotation, you will be determined non-responsive.

NOTE 2: If a substitute is offered, furnish the manufacturer and part number being substituted along with product information confirming equality.

NOTE 3: In addition to other factors, the Contracting Officer will evaluate bids on the basis of advantages or disadvantages to the Government that might result from making more than one award (multiple awards).

NOTE 4: Vendor must accept Government Smart Pay Visa Credit Card or provide their electronic funds transfer address. Contractors must be registered in the Central Contractor Registration Program before an award will be issued. COMPLETE THE FOLLOWING INFORMATION AND RETURN

Accept Visa: _____yes _____No

If No: EFT Address:_____

Federal Tax Identification No.:_____

Dun & Bradstreet Number:_____

Cage Code:_____

Registered in Central Contractor Registration: ____ Yes ____ No

Fax # _____

Vendor POC & Phone Number:_____

NOTE 4: PLACE OF MANUFACTURER:_____

ALL RESPONSES MUST BE ELECTRONIC – EMAIL acqnet@anad.army.mil or FAX TO 256-235-4618. REQUEST FOR QUOTES MUST BE FILLED OUT COMPLETELY AND SENT IN ITS ENTIRETY TO BE CONSIDERED RESPONSIVE.

STATEMENT OF WORK

ADDITIONAL INFORMATION PERTAINING TO REQUIREMENT

1.0 The future PFMF Building 474 requires one (1) Valve Seat and Guide Machine, complete with the fixturing and tooling (Serdi 4.0 Power or Equal) to support the remanufacturing processes.

2.0 The purpose for the Valve Seat and Guide Machine is for the reconditioning or replacement of valve seats in designated cylinder heads using carbide cutting tools. Also for the machining of the designated engine cylinder heads for oversize outside diameter valve seats and machining the sealing and clearance angles of the valve seat to the specifications to support the engine remanufacturing process.

2.1 The Process Equipment shall be able to handle the engine heads that will be reclaimed from the following engines.

2.1.1 Detroit Diesel 6V-53, 5063-5299, 5063-5392, 5063-5393, 5063-539L

2.1.2 Detroit Diesel, 8V-71T, 8V71T-7083-7391, 8V71T-7083-7396

2.1.3 Cummins 8V-903, 8V-903 (60 amp), 8V-903 (200 amp)

2.1.4 Onan Auxiliary Power Unit (APU), DJBMA, DJEAM

2.2 General Performance Data

2.2.1 The Valve Seat and Guide Machine shall be a vertical spindle machine with the fixturing, tooling and the flexibility to handle multiple diesel engine head subassemblies.

2.2.2 The Valve Seat and Guide Machine shall have a rectangular shaped bench style work area with a cylinder head holding fixture that moves on an air cushion for workpiece positioning.

2.2.3 The Valve Seat and Guide Machine workpiece fixture shall clamp and rotate all designated cylinder heads for valve and guide machining.

2.2.4 The Valve Seat and Guide Machine shall have a vertical machining spindle mounted in a spherical assembly that allows the spindle to align with all cylinder head valve guide axis and is clamped pneumatically.

2.2.5 The Valve Seat and Guide Machine spindle holding device shall extend rearward to a separate machine-way system above and behind the cylinder head. The machine-way system shall allow the spindle to move the full length of the machine left to right and a minimum of 1.5" front to back on an air cushion over the cylinder head for centering and then be locked in position by pneumatic or hydraulic means.

2.2.6 Adjustments shall be available to make the combination of the cylinder head holding fixture and machining spindle angles provide the correct axis for machining valve seats in the cylinder head. The spindle with appropriate tooling attached is fed manually by the operator with a hand wheel to perform the machining operations.

2.2.7 The Valve Seat and Guide Machine shall have a Venturi type of vacuum tester and appropriate port sealing pads to test valve seat sealing after replacement.

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5.2 Design and Performance Requirements

5.2.1 Performance Data

5.2.1.1 Machining Work Envelop 0.551 In to 4.725 In

5.2.1.2 Workpiece Fixture Tilt +42 Deg to -15 Deg

5.2.1.3 Variable Speed Spindle Motor 60 to 1,200 RPM

5.2.1.4 Operation Environment Factory - Climate Controlled

5.2.1.5 Sound Emission 80 db Max

5.2.2 Design Requirements

5.2.2.1 Electrical Power 460VAC, 60Hz, 3 Phase

5.2.2.2 Control Power 24VAC

5.2.2.3 The Valve Seat and Guide Machine shall be a standalone unit to be secured (by others) to the finished factory floor within the climate controlled factory environment of PFMF Building 474.

5.2.2.4 The Valve Seat and Guide Machine shall have a rectangular shaped bench style work area with a cylinder head holding fixture that moves on an air cushion for positioning.

5.2.2.5 The Valve Seat and Guide Machine fixture shall clamp and rotate all designated cylinder heads for machining.

5.2.2.6 The Valve Seat and Guide Machine shall have a vertical machining spindle mounted in a spherical assembly that allows the spindle to align with all cylinder head valve guide axis and is clamped pneumatically.

5.2.2.7 The Valve Seat and Guide Machine spindle holding device shall extend rearward to a separate machine-way system above and behind the cylinder head. The machine-way system shall allow the spindle to move the full

length of the machine left to right and a minimum of 1.5" front to back on an air cushion over the cylinder head for centering and then be locked in position by pneumatic or hydraulic means.

5.2.2.8 The Valve Seat and Guide Machine shall have adjustments available to make the combination of the cylinder head holding fixture and machining spindle angles for the correct axis for machining valve seats in the designated cylinder heads.

5.2.2.9 The Valve Seat and Guide Machine spindle shall have the appropriate tooling attached and is fed manually by the operator with a hand wheel to perform the machining operations.

5.2.2.10 The Valve Seat and Guide Machine shall have the controls mounted on the machine in a suitable location within reach of the operator from the work envelop.

5.2.2.11 The Valve Seat and Guide Machine shall have an Emergency Stop button to halt all machine operation within each reach of the operator.

5.2.2.12 The Valve Seat and Guide Machine shall have a digital spindle readout display for spindle rotation speed.

5.2.2.13 The Valve Seat and Guide Machine control system shall be within NEMA 12 enclosures.

5.2.2.14 The Valve Seat and Guide Machine shall have a Venturi type of vacuum tester and appropriate port sealing pads to test valve seat sealing after machining equal to the unit included as standard equipment with a 4.0 Serdi machine.

5.2.2.15 The Valve Seat and Guide Machine shall have a device to adjust the carbide cutters to the diameter required for valve seat machining on the designated cylinder heads. (Serdi #405580 or equal)

5.2.2.16 The Valve Seat and Guide Machine shall have a micrometer device to adjust the counterboring bits to the diameter required for oversize boring of valve seat insert rings on the designated cylinder heads. (Serdi #405956 or equal)

5.2.2.17 The Valve Seat and Guide Machine shall have a stop to control cutter depth when counterboring for seat ring inserts. (Serdi #026133 or equal)

5.2.2.18 The Valve Seat and Guide Machine shall have a grinding device to re-sharpen the flat side of the valve seat machining "form tool" cutter bits. (Serdi #010119 or equal) The grinding device (Bit Sharpener) shall be mounted to a workbench in the Head Reclamation Area.

5.2.2.19 The Valve Seat and Guide Machine shall have a dial indicator device for controlling the depth when machining valve seat angles. (Serdi #025648 or equal)

5.2.2.20 The Valve Seat and Guide Machine shall have a set of collets for adapting straight shank tools from 1/16" to 3/4" diameter to the machine's spindle. (Serdi #026135 or equal)

5.2.2.21 The Valve Seat and Guide Machine shall have a wrench for removing and installing tools in the spindle of the machine. (Serdi #010137 or equal)

5.2.2.22 The Valve Seat and Guide Machine shall have a factory installed electrical disconnect with lockout capability.

5.2.2.23 The Valve Seat and Guide Machine shall have a suitable factory installed electrical power step-down transformer, if required, to match the available electrical power source to the unit electrical power and controls requirements.

5.2.2.24 The Valve Seat and Guide Machine shall come completely wired from the factory with the installed electrical disconnect connected to all internal electrical devices and ready to be set (installed) in place.

5.2.2.25 The Valve Seat and Guide Machine shall have an exterior finish of a durable enamel finish. The color shall be the Process Equipment Supplier standard.

5.2.2.26 The Valve Seat and Guide Machine shall have a tool cabinet to hold and organize accessories, tooling and consumables. (Serdi #014240 or equal)

5.2.3 The Valve Seat and Guide Machine shall be supplied with the following tooling suitable for a Serdi Power 4.0 machine.

5.2.3.1 Two (2) Tool Holder. (Serdi #019583)

5.2.3.2 Two (2) Tool Holder. (Serdi #014154)

5.2.3.3 Two (2) Bit Holders. (Serdi #921228)

5.2.3.4 Two (2) Bit Holders. (Serdi #919409)

5.2.3.5 Two (2) Bit Holders. (Serdi #918768)

5.2.3.6 Two (2) Carbide pilots 6.34mm

5.2.3.7 Two (2) Carbide pilots 6.35mm

5.2.3.8 Two (2) Carbide pilots 6.36mm

5.2.3.9 Two (2) Carbide pilots 7.92mm

- 5.2.3.10 Two (2) Carbide pilots 7.93mm
- 5.2.3.11 Two (2) Carbide pilots 7.94mm
- 5.2.3.12 Two (2) Carbide pilots 8.68mm
- 5.2.3.13 Two (2) Carbide pilots 8.69mm
- 5.2.3.14 Two (2) Carbide pilots 8.70mm
- 5.2.3.15 Two (2) Carbide pilots 8.71mm
- 5.2.3.16 Two (2) Carbide pilots 8.72mm
- 5.2.3.17 Two (2) Carbide pilots 8.73mm
- 5.2.3.18 Two (2) Carbide pilots 8.74mm
- 5.2.3.19 Two (2) Carbide pilots 8.75mm
- 5.2.3.20 Two (2) Carbide pilots 8.76mm
- 5.2.3.21 Two (2) Carbide pilots 8.77mm
- 5.2.3.22 Two (2) Carbide pilots 8.78mm
- 5.2.3.23 Two (2) Carbide pilots 11.46mm
- 5.2.3.24 Two (2) Carbide pilots 11.47mm
- 5.2.3.25 Two (2) Carbide pilots 11.48mm
- 5.2.3.26 Two (2) Torx T15 screwdriver (Serdi #012205)
- 5.2.3.27 Two (2) Male 90° bend allen wrench 2.5mm, (Serdi #582007)
- 5.4 Process Equipment Nameplate
 - 5.4.1 A Process Equipment Nameplate shall be attached and shall contain, as a minimum, the following information:
 - 5.4.1.1 Nomenclature.
 - 5.4.1.2 Manufacturer Company Name.
 - 5.4.1.3 Manufacturer Serial Number.
 - 5.4.1.4 Model Designation.
 - 5.4.1.5 Power Input (volts, total amperes, phase, and frequency).
 - 5.4.1.6 Short-Circuit/Over Current Rating.
 - 5.4.1.7 Contract Number or Purchase Order Number.
 - 5.4.1.8 National Stock Number (if applicable).
 - 5.4.1.9 Date of Manufacture
- 5.5 PENS Identification Number
 - 5.5.1 PENS stands for Process Equipment Numbering System and will be used to uniquely identify all Process Equipment within the future ANAD PFMF.
 - 5.5.2 The PENS number consists of eight (8) characters. The first two (2) characters are the process area. The second two (2) characters are the type of Process Equipment and the final four (4) characters are the numeric sequence based on the first four (4) characters.
 - 5.5.3 The PENS tag shall be a plastic laminate with a white top layer and the characters shall be engraved into a black substrate for black letters. The characters shall be ½ inch tall, serif font. Zeros shall have a slash to distinguish it from the letter "O".
 - 5.5.4 All Process Equipment provided per this Specification shall have one (1) PENS tag mounted onto the fixed frame in a location that is easily seen by ANAD PFMF personnel.
 - 5.5.5 The following are the PENS numbers associated with the Valve Seat and Guide Machine.
 - 5.5.5.1 MSGR0018: Machine Shop – Head and Block Reclaim
- 5.6 Lubrication Plate or Chart
 - 5.6.1 A lubrication plate or chart shall be attached to the Process Equipment.
 - 5.6.2 The information provided on the plate or chart shall include:
 - 5.6.2.1 Lubricant Application Point(s).
 - 5.6.2.2 Servicing Interval(s).
 - 5.6.2.3 Type of lubricant(s) with SAE, Military or Federal Spec. No.
- 5.7 Spare Parts Kit
 - 5.7.1 A spare parts kit shall be included with delivery of the Process Equipment.
 - 5.7.2 The kit shall include all Process Equipment Supplier recommended spare parts for the Process Equipment. The minimum list of spare parts shall be as follows.
 - 5.7.2.1 Four (4) Index handles (Serdi #011433 or equal)

- 5.7.2.2 Four (4) Locking washers (Serdi #404622 or equal)
- 5.7.2.3 Four (4) T-nut (M10) (Serdi #564500 or equal)
- 5.7.2.4 Four (2) "S" clamps (Serdi #011915 or equal)
- 5.7.2.5 One (1) Main isolator (Serdi #010423 & 010425 or equal)
- 5.7.2.6 One (1) Power-on pushbutton (Serdi #006920 & 006922 or equal)
- 5.7.2.7 One (1) White bulb (Serdi #006195 or equal)
- 5.7.2.8 One (1) Rotating switch (Serdi #602009 & 702002 or equal)
- 5.7.2.9 Two (2) Fuses (Serdi #704002 or equal)
- 5.7.2.10 Two (2) Fuses (Serdi #704001 or equal)
- 5.7.2.11 Two (2) Fuses (Serdi #704010 or equal)
- 5.7.2.12 One (1) Fuse (Serdi #704033 or equal)
- 5.7.2.13 One (1) Transformer (Serdi #016525 or equal)
- 5.7.2.14 One (1) Contactor board (Serdi #013200 or equal)
- 5.7.2.15 One (1) Ballast (Serdi #709005 or equal)
- 5.7.2.16 One (1) Speed controller (Serdi #107247 or equal)
- 5.7.2.17 One (1) Emergency stop button (Serdi #702006 & 702021 or equal)
- 5.7.2.18 One (1) Manometer (Serdi #013229 or equal)
- 5.7.2.19 One (1) Vacuumeter (Serdi #010131 or equal)
- 5.7.2.20 One (1) Pneumatic valve (Serdi #013228 or equal)
- 5.7.2.21 One (1) Pneumatic control button (Serdi #604002 or equal)

5.8 Consumables

- 5.8.1 The Process Equipment shall be supplied with a three (3) month supply of consumables required for normal use during a single eight hour production shift.
- 5.8.2 Consumables would include any process equipment components or materials used during the three (3) month period noted above. The minimum list of consumables shall be as follows.
 - 5.8.2.1 (20) Carbide cutting bits (Serdi #922691 or equal)
 - 5.8.2.2 (20) Carbide cutting bits (Serdi #922703 or equal)
 - 5.8.2.3 (10) Carbide cutting bits (Serdi #921737 or equal)
 - 5.8.2.4 (10) Carbide cutting bits (Serdi #922854 or equal)
 - 5.8.2.5 Five (5) Counterboring bits (Serdi #019584 or equal)
 - 5.8.2.6 Five (5) Counterboring bits (Serdi #917323 or equal)

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7.0 Delivery, Handling, Storage and Installation

7.1 Delivery

7.1.1 The Process Equipment Supplier shall be responsible for delivering the Process Equipment to the Anniston Army Depot, 7 Frankford Avenue, Anniston, Alabama, 36201.

7.2 Shipping

7.2.1 The Process Equipment Supplier shall be responsible for Crating and Shipping the Process Equipment and all associated material and components.

7.2.2 The Crating shall protect the Process Equipment from damage and weather during Handling and Shipping.

7.2.3 Delivery shall be by Air-Ride truck and trailer.

7.5 Instructions for Installation

7.5.1 Seven (7) copies of Instructions for Installation shall be provided as specified on attached DD Form 1423. These instructions will be used to review utility and space requirements of the proposed Process Equipment.

7.5.2 Within 30 days after date of contract award, the Process Equipment Supplier shall provide the Contracting Officer seven (7) copies of all information necessary for installation of the Process Equipment. This will be referred to as the Installation Manual.

7.5.3 The Installation Manual shall include, but not be limited to, the following:

7.5.3.1 Space required around the Process Equipment after installation for maintenance purposes, if required.

7.5.3.2 Maximum overall length, width, and height dimensions of the Process Equipment and major support components.

7.5.3.3 Approximate weight of the Process Equipment and major support equipment.

7.5.3.4 Approximate location of utility connections on the Process Equipment, is required.

7.5.3.5 All utility requirements including electrical, air, water, steam, drains, etc. Include amps, GPM, etc., as required.

7.5.3.6 Industrial waste disposal requirements, if required.

8.0 Documentation

8.1 The Process Equipment Supplier shall provide documentation with the Process Equipment as specified in paragraph 8.6 herein and on the attached DD Form 1423. The documents shall be delivered within (30) days of contract award.

8.2 The Process Equipment Supplier shall provide three (3) printed copies and seven (7) electronic copies of all documentation. The electronic documentation shall be provided on compact discs (CD-ROMs).

8.3 Electronic copies of the documentation shall be in Microsoft Office format (Word, Excel) or Adobe Portable Document Format (PDF), latest versions.

8.4 Drawings and schematics may be provided in PDF, AutoCAD (.dwg) or Microstation (.dgn) format, latest versions.

8.5 Documentation Content

8.5.1 Operator Manuals

8.5.2 Calibration Specifications and Procedures

8.5.3 Programming and Software Manuals

8.5.4 Maintenance manuals shall include electrical, hydraulic, and pneumatic schematics, as applicable, detailed lockout/tag out procedures, parts lists, troubleshooting procedures, preventive maintenance requirements, lubrication schedule and any other maintenance procedures normally provided by the manufacturer. Schematics shall show and identify all parts down to and including components on printed circuit boards.

8.5.5 Catalogs shall fully describe all special tooling, fixtures and attachments available for the Process Equipment being furnished.

8.5.6 Spare Parts Lists shall be complete with OEM part numbers, National Stock Numbers (if applicable), part descriptions, required quantities, prices, and normal delivery time for the items.

8.5.7 In addition, any other documentation normally furnished with the Process Equipment shall be provided.

8.5.8 All documentation shall be furnished in the English language only.

8.6 Data Item Descriptions

8.6.1 As applicable, documentation provided by the Process Equipment Supplier shall meet the requirements of the Data Item Descriptions (DID's) below. These should be reviewed closely to determine which are applicable for each equipment procurement. A copy of applicable DID's will be attached to this Specification.

Title Identification Number

Test/Inspection Report DI-NDTI-80809B

Commercial Drawings and Associated Lists DI-SESS-81003B

Special Inspection Equipment Calibration Procedures DI-QCIC-81007

Commercial Off-The-Shelf (COTS) and Supplemental Data DI-TMSS-80527A

Special Inspection Equip Operating Instructions DI-QCIC-81005

Special Inspection Equip Drawings Associated Lists DI-SESS-81004B

Special Inspection Equip Descriptive Documentation DI-QCIC-81006

Calibration Certificate DI-QCIC-80798A

Calibration System Description DI-QCIC-80906

Product Drawings and Associated Lists DI-SESS-81000B

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10.0 Warranty

10.1 The Process Equipment shall be covered by a Warranty and shall begin the day following Government acceptance of the Process Equipment. The Warranty period shall be 16 months.

10.2 During the Warranty period, the Process Equipment Supplier shall be responsible for all costs, including parts, labor, travel and lodging, required to complete repairs of any defects in Process Equipment parts or workmanship.

10.3 The Process Equipment Supplier shall respond to requests for Warranty service within 48 hours after requests. The Warranty shall be written in the Anniston Army Depot's name.

11.0 Project Milestone Schedule

11.1 The Process Equipment as described in this Specification shall follow the following Project Milestone Schedule.

Process Equipment Delivered to ANAD No Later Than December 2007

Process Equipment Setup, Start-up and Calibration April 2008

Process Equipment Training at ANAD April 2008

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	VALVE SEAT AND GUIDE MACHINE FFP VALVE SEAT AND GUIDE MACHINE: SERDI 4.0 POWER VALVE SEAT AND GUIDE MACHINE TO REAM GUIDES AND CUT VALVE SEATS. FOB: Destination NSN: 0PV634.0POWR PURCHASE REQUEST NUMBER: W31G1Y71371004 SIGNAL CODE: A	1	Each		
NET AMT					

CLAUSES INCORPORATED BY REFERENCE

52.223-4	Recovered Material Certification	OCT 1997
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

52.0000-4000 DISCLOSURE OF UNIT PRICE INFORMATION

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or

item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

(End of clause)

52.0000-4200 PLACE AND METHOD OF DELIVERY

All methods of shipment, except rail, will be made to the following address:

ANNISTON ARMY DEPOT
CENTRAL RECEIVING POINT (CRP) BUILDING 513
7 FRANKFORD AVE
ANNISTON, AL 36201-4199

MARKED FOR: CRP – BLDG 513
W911KF-07-

Rail Shipments:

TRANSPORTATION OFFICER
ANNISTON ARMY DEPOT
BYNUM, AL 36253

MARKED FOR: W911KF-07-

(End of clause) October 2006

52.0000-4204 COVERAGE OF OPEN DELIVERY TRUCKS

All open delivery trucks or other delivery vehicles shall be covered with a tarp or other means to preclude paper or other materials from blowing out along the roadways.

52.000-4408 INSTALLATION SECURITY

The Anniston Army Depot (ANAD) is currently operating on a heightened state of security awareness and enforcement due to possible terrorist threats. Due to this heightened state of security, it is imperative that no unauthorized materials of any type be brought onto or left unattended on the installation. For this reason the Contractor must have a process in place to receive and store materials and have visibility of the location of those materials at all times while on ANAD. This includes construction materials, equipment, and miscellaneous items. This visibility/accountability of materials applies to the Contractor, its subcontractors, and its material suppliers.

Further, all Contractor, subcontractor, and material supplier employees are prohibited from bringing personal belongings of any nature onto the installation if such items are to be left unattended at any time.

The Contractor is further required to have a plan of action for implementing these procedures and must submit it to the Contracting Officer upon request. This plan of action must include a provision for informing all employees and subcontractors of these procedures. The plan of action must also address monitoring and procedures the Contractor has in place to ensure compliance with this contractual provision.

Should the Contractor fail to comply with this mandatory contractual provision, the Contractor may be held responsible for all direct and indirect cost incurred by the Government in identifying, securing, segregating, removing, and otherwise properly disposing of improper or abandoned materials/equipment.

(End of clause)

52.000-4702 AMC-LEVEL PROTEST PROGRAM

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103.

Send protests (other than protests to the contracting officer) by U. S. Postal Service to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Rd, Room 2-1SE3401
Fort Belvoir, VA 22060-5527

Facsimile number (703) 806-8866/8875

Packages sent by Federal Express or UPS should be addressed to:

HQ Army Materiel Command
Office of Command Counsel
Room 2-1SE3401
1412 Jackson Loop
Fort Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of provision) Updated August 2004

52.000-4706 ELECTRONIC SUBMISSION OF OFFERS

All responses to this solicitation must be submitted in electronic format. Paper copy responses will not be accepted. You may submit your response to Anniston Army Depot (ANAD) using one of these three methods: Offers submitted using any other means will not be accepted.

FAX:

The FAX number for your bids/proposals is **(256) 240-3077** extension **2222**. This FAX line is attached to a "FAX Server" which will store your transmittal. All FAX receptions are automatically time/date stamped. Sending FAX station information is also stored with the received FAX (i.e., originating telephone number and any station information you've programmed for transmission). The maximum file size for this FAX number is 4K. Instructions to fax to an extension: Dial the fax number and then press the "pause" or "pause/redial" button and then our "**2222**" extension. Most fax machines have a "pause/redial" button. Consult your fax machine user manual for specific instructions. The pauses delay the fax machine's transmission of the extension and allows the telephone system time to send the extension "beeps."

E-MAIL SUBMISSION:

E-Mail bids/proposals will be directed to anadacqnet@conus.army.mil. Check with your Internet Service Provider (ISP) to verify that E-Mail attachments are allowed - some ISPs will "strip" attachments prior to transmission. Attachments to your E-Mail which require the purchase of software to view your bid/proposal will not be accepted. If you send E-Mail attachments, there must be a readily-available, royalty-free viewer available for our use in viewing and printing your submission.

ON-LINE SUBMISSION:

On-line submission of bids/proposals is via our "**Vendor Response Module**." This method allows you to select a solicitation, point at file(s) on your PC, and directly transmit these file(s) to our Web Server for action. Detailed information regarding the **Vendor Response Module** is available at <http://www.anadprocnet.army.mil/>, Vendor Information, Bid Submission.

If format is other than Microsoft Word, Microsoft Excel, Microsoft Access, Microsoft PowerPoint, or Portable Document Format (PDF), a "reader" must be provided. Offeror must insure its offer, in its entirety, reaches the Directorate of Contracting, Anniston Army Depot, before the time set for bid opening or proposal closing.

Any clauses or provisions of this solicitation which mention writing, returning, or submission of offer will mean electronic submission as stated in the paragraph above.

Electronic offers must identify the solicitation and the opening/closing date, and include, as a minimum, the following:

- a. The SF33/SF1449/SF18/SF1442 filled out and signed.
- b. All applicable fill-in provisions from the solicitation must be completed.
- c. Any other information required by the solicitation.

Lateness rules are outlined in the solicitation.

If you choose to password-protect access to your offer, you must provide the password to ANAD before the opening or closing date. Contact the buyer identified on the cover page of this solicitation to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable." See Federal Acquisition Regulation 14.406 or 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

Any bid bond required by this solicitation must be submitted with offer in the above mentioned electronic format. Also, the properly completed original bid bond must be furnished to the Directorate of Contracting, Anniston Army Depot, 7 Frankford Ave, Anniston, AL 36201-4199, prior to the opening or closing of the solicitation.

(End of provision) June 2007

52.000-4905 RECEIVING HOURS

a. Receiving hours for deliveries to the Receiving Area (see paragraph b):

DAYS PER WEEK	HOURS
Monday – Friday	7:00 a.m. - 12:00 p.m.
	and
	12:40 p.m. - 2:00 p.m.

b. Normal Depot working hours are as follows:

DAYS PER WEEK	HOURS
Monday – Thursday	7:00 a.m. - 12:00 p.m.
	and
	12:30 p.m. - 4:30 p.m.
Every Other Friday	7:00 a.m. - 12:00 p.m.
	and
	12:30 p.m. - 3:30 p.m.

c. Anniston Army Depot will be closed Saturdays, Sundays, Federal Holidays, and every other Friday.

d. Details of this order/contract should not be discussed with anyone other than the Contract Administrator whose name and telephone number are shown in the ADMINISTERED BY block of the order/contract. Should you receive any inquiry(ies) from any source other than as indicated above, we would appreciate you contacting us in writing or by telephoning the appropriate administrator at Anniston Army Depot.

e. If the purchase/contract/delivery order number is not noted on the shipping document or marked clearly on the box/package, it will be REJECTED.

(End of clause)

52.000-4922 FOREIGN SUPPLIES

This contract is subject to the Buy American Act (41 U.S.C. 10a-d) and implements Parts 25 of the FAR and DFARS and any restrictions in appropriation acts on the procurement of foreign supplies. The quotation must identify any foreign items to be furnished.

52.000-4924 COMMERCIAL WARRANTY

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

52.000-4927 CLAUSES APPLICABLE TO COMMERCIAL ITEMS

INCORPORATION OF SIMPLIFIED ACQUISITION SOLICITATION PROVISIONS OR CONTRACT CLAUSES BY REFERENCE

The clauses and provisions of the Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) and the Defense Federal Acquisition Regulation Supplement (DFARS) (48 CFR Chapter 2) are hereby incorporated in this solicitation, order or contract (as applicable) by reference number only with the same force and effect as if set forth in full text.

Availability of text of clauses - The complete text of any or all of the clauses effective in the date of the latest Federal/ Defense Acquisition Circular is available electronically from the following World Wide Web (WWW) Pages. The complete text of clauses other than those posted on these WWW Pages may be obtained by contacting the cognizant contracting officer for the particular solicitation, order, or contract.

Activity

Acquisition Reform Network
FARSite Contracting Library
Anniston Army Depot Web Site

WWW Page Address

<http://www.arnet.gov>
<http://farsite.hill.af.mil>
<http://www.procnet.anad.army.mil>
(Local Links, Reference Library, 13=DFARS, 22=FAR)

FAR 52.204-7
DFARS 252.204-7004
FAR 52.211-15
FAR 52.211-17
FAR 52.222-1

FAR 52.212-5

NOTE: FAR 52.222-3, 52.222-19, 52.222-21, 52.222-26, 52.222-36, 52.223-9, 52.225-13, and 52.232-33 within paragraph (b) are the only clauses applicable to this contract/order. If checked, the following clauses in paragraph (b) of this clause are also applicable:

- ☒ (5) (i) 52.219-6, Notice of Total Small Business Set Aside (15 U.S.C. 644)
- ☐ (ii) Alternate I of 52.219-6.
- ☐ (iii) Alternate II of 52.219-6.
- ☐ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set Aside.
- ☐ (33) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

- ☐ 52.203-3 Gratuities (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- ☐ (1) 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- ☐ (2) 252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
- ☐ (3) 252.219-7004 Small Business Subcontracting Plan (Test Program) (15 U.S.C. 637 note).
- ☒ (4) 252.225-7001 Buy American Act and Balance of Payment Program (41 U.S.C. 10a-10d, E.O. 10582).
- ☐ (5) 252.225-7012 Preference for Certain Domestic Commodities (10 U.S.C. 2533a).
- ☐ (6) 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2533a).
- ☐ (7) 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (10 U.S.C. 2533a).
- ☐ (8) 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Section 8064 of Public Law 107-117 and the same restriction in subsequent DoD appropriation acts).

- ☐ (9) 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
 - ☐ (10) 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (12 U.S.C. 2779).
 - ☐ (11) 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
 - ☐ (12)(i) 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payment Program (41U.S.C. 10a-10d and 19 U.S.C. 3301 note)
 - ☐ (ii) Alternate I of 252.225-7036.
 - ☐ (13) 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
 - ☐ (14) 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
 - ☐ (15) 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).
 - ☐ (16) 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
 - ☒ (17) 252.232-7003 Electronic Submission of Payment Requests (10 U.S.C. 2227).
 - ☐ (18) 252.237-7019 Training for Contractor Personnel Interacting with Detainees (Section 1092 of Public Law 108-375).
 - ☐ (19) 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410)
 - ☐ (20)(i) 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).
 - ☐ (ii) Alternate I of 252.247-7023.
 - ☐ (iii) Alternate II of 252.247-7023.
 - ☐ (iv) Alternate III of 252.247-7023.
 - ☒ (21) 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).
- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
- (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2533a).
 - (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (Section 1092 of Pub. L 108-375).
 - (3) 252.247-7023, Transportation of Supplies by Sea (10 U.S.C. 2631).
 - (4) 252.247-7024, Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).
- (End of clause)

PACKAGING

In accordance with ASTM Designation D 3951-90, Standard Practice for Commercial Packaging, material covered by this contract will be acceptable with supplier's off-the-shelf or over-the-counter packaging providing:

- (1) Cleanliness: Items shall be free of dirt and other contaminants which would contribute to deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
- (2) Preservation: Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
- (3) Cushioning: Items requiring protection from physical and mechanical damage or which are fragile in nature shall be protected by wrapping, cushioning, pack compartmentization, cartonizing, or other means to mitigate shock and vibration during handling and shipment.
- (4) The quantity per unit pack shall be the same as that used in commercial distribution or over-the-counter retail sales.
- (5) The individual items not unit-packed may either be packed in shipping containers or shall comply with the regulations of the carrier used.
- (6) The exterior (shipping) containers shall contain a packing list or other documentation setting forth contents and shall be addressed as specified in the Ship To portion of this order.
- (7) Shipping Containers: The shipping container (including any necessary blocking, bracing, cushioning, and waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination.

MARKING

Unless otherwise specified, exterior packs shall, as a minimum, be marked as follows by any means that provides legibility and durability:

- a. National Stock Number (NSN), Management Control Number (MCN), or Part Number.
- b. Noun.
- c. Quantity, unit, and unit of issue.
- d. Contract, Purchase Order, or Delivery Order number.
- e. ☒ This is a Property Book Item.

If e. above is checked, add to marking on packing list: Receiving: Notify Property Book Office at Ext. 6270.

NOTE: When a discount is offered to the Government as consideration for expediting payment, request the face of the packing slip and invoice be annotated "DISCOUNT OFFERED."

(End of clause) May 2007

52.211-4202 TIME OF DELIVERY

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN CALENDAR DAYS AFTER DATE OF CONTRACT

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN CALENDAR DAYS AFTER DATE OF CONTRACT

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer. However, the

Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding one working day if the award is transmitted electronically. The term "working day" excludes weekends and U. S. Federal holidays.)

End of clause Updated June 2004

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (SEP 2006)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(k) for those representations and certifications that the offeror shall complete electronically);
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no

expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the

Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2006) ALTERNATE I (APR 2002)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms Bahrainian end products, "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(ii)) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (*Jan 2004*). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (*Jan 2004*). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."
(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2007)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or

incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.214-4804 EVALUATION CRITERIA (OCT 1993)

Award will be made to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government, considering price and price related factors. **EVALUATION CRITERIA FOR AWARD**

Valve Seat and Guide Machine

A single contract award is anticipated to the source whose proposal represents an acceptable Delivery/Installation approach and otherwise provides, in the Government's judgment, the most advantageous and realistic proposal considering both non-price and price factors. The following factors shall be used to evaluate the offers:

1. Technical Compliance Information: The offeror shall provide technical information sufficient to describe how the Valve Seat and Guide Machine complies with the “Description/Work Statement/Specifications” section 2 and 5. Technical will be rated as Met or Not Met.

2. Delivery/Installation is a trade-off factor. Delivery/Installation is slightly more important than price. Technical is a Met or Not Met evaluation.

3. Price: Price will be evaluated on reasonableness.

4. Past Performance: Past performance will be evaluated as a measure of the Government's confidence in the offeror's ability to successfully perform this project based on demonstrated relevant and recent performance. The offeror shall identify and submit no less than three (3) and no more than five (5) of the most recent/relevant Contracts. These contracts may include government and commercial contracts. Recent contracts are those with any performance occurring within the five (5) years prior to the date of this Request for Quote (RFQ), was issued. Relevant contracts are those that are similar in scope to the requirements of this RFQ. For each of your recent/relevant past contracts, provide the following information with the RFQ:

- (a) contract number and company or agency that awarded the contract;
- (b) narrative description of the work scope and dollar value and a comparison with the work scope and anticipated dollar value of this solicitations requirements;
- (c) both contracting and technical points of contact for that customer, including their addresses, and phone numbers;
- (d) a discussion of any quality, delivery, or customer problems that occurred, how they were resolved, and steps taken to avoid similar problems in the future.

The Government reserves the right to obtain and utilize information obtained by the Government from sources other than those identified by the offeror.

If there is a company that meets all Technical and Delivery/Installation requirements, proposes a reasonable price, and rates good or excellent in all sub factors of past performance the Government reserves the right to make an award without discussions.

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2005)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
- (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise

identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid__types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) DoD unique item identification or DoD recognized unique identification equivalents.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line item No.	Item description:
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(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----.

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology `` EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology `` EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD" format for use until the solution is approved by ISO/IEC JTC1 SC 31. The ``DD" format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall--

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(a) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number.

(6) Lot or batch number.

(7) Current part number (if not the same as the original part number).

(8) Current part number effective date.

(9) Serial number.

(10) Government's unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number.**

(7) Lot or batch number.**

(8) Current part number (if not the same as the original part number).**

(9) Current part number effective date.**

(10) Serial number.**

(11) Unit of measure.

(12) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)